

**THIS CONTRACT IS SUBJECT TO ARBITRATION PURSUANT TO
THE MONTANA UNIFORM ARBITRATION ACT**

1. PARTIES

The Montana Department of Corrections (DEPARTMENT) and **Missoula Youth Homes, Inc, (CONTRACTOR)** enter into this Contract (**03-019-JCD**) for services. The parties name, address, and telephone number are as follows:

Montana Department of Corrections
Juvenile Corrections Division
1539 11th Avenue
PO Box 201301
Helena, Montana 59620-1301
(406) 444-3930

Missoula Youth Homes, Inc.
PO Box 7616
550 N California Street
Missoula MT 59807
(406) 721-2704

DEPARTMENT AND CONTRACTOR, AS PARTIES TO THIS CONTRACT AND FOR THE CONSIDERATION SET FORTH BELOW, AGREE AS FOLLOWS:

2. DUTIES/RESPONSIBILITIES OF THE CONTRACTOR

In accordance with CONTRACTOR'S response to Request For Proposal 02-595P, as amended, CONTRACTOR agrees to provide therapeutic foster home placement of "hard to place" youths leaving the Pine Hills Youth Correctional Facility or Riverside Youth Correctional Facility on parole supervision.

The first priority for these placements will be male youth sex offenders. Other "hard to place" youth will be considered after the first priority population. The Department of Corrections expects to place up to twenty (20) youth in these foster placements during a contract year, but will not guarantee a minimum or maximum number of youth for placement.

2.1 Foster homes utilized by CONTRACTOR must:

- a. Be located throughout the State and provide services in accordance with this Contract;
- b. Meet license requirements as Foster Care Homes under the Department of Public Health and Human Services' standards and other special requirements as outlined by DEPARTMENT and agreed to by CONTRACTOR;
- c. Provide youth with access to routine and emergency medical services;
- d. Provide youth with access to therapist(s) providing pertinent treatment (such as outpatient sex offender treatment for sex offenders or intensive outpatient chemical dependency treatment for chemically dependent offenders); and
- e. Be Medicaid and/or IV-E eligible.

2.2 CONTRACTOR shall:

- a. Manage this program by providing the following components in accordance with the Department of Corrections' policies and procedures:
 1. Recruit, perform criminal and child abuse registry checks, and train foster parents in the area of Cognitive Restructuring approach.
 2. Maintain access to relevant outpatient therapy providers in the community.
 3. Use Cognitive Restructuring approach with youth.
 4. Pay for all services related to the youths' placement, including but not limited to: foster homes and outpatient therapy.

5. Coordinate with Juvenile Corrections personnel in secure facilities and in communities. (Note - Juvenile Parole Officers will supervise all youth served under this Contract.)

2.3 Each youth placed must be provided access to:

- a. A support system made up of individuals within the community, all members being familiar with the case and able to communicate openly with other members of the support group about the case and the youth's participation in the ongoing programming deemed necessary. Members of this support system must include a Juvenile Parole Officer, local law enforcement officer(s), a therapist, and foster family individuals. Members may also include education staff, religious community representatives, youth organization representatives, mentors, victim advocates or representatives, and other appropriately involved individuals.

2.4 CONTRACTOR shall implement and maintain a data management system to track outcomes for youths' placed through this Contract. CONTRACTOR shall provide quarterly and annual reports including, but not limited to:

1. Basic demographic information.
2. Risk and needs assessment data.
3. Services provided.
4. Returns to confinement for offenses that would be felony if the youth were an adult.
5. Positive outcomes (such as finishing educational components, victim restitution, successful return to home, employment and therapeutic progress) and reduction of dynamic criminogenic risk factors (examples are: conning/manipulation, impulsivity, low frustration tolerance, danger/thrill seeking, poor consequential thinking, poor option generation, alienation from mainstream socialization, egocentrism, neutralization/non empathy/lack of remorse, externalization/blaming, hostility/resistance toward work, attachment to criminal activities, poor use of leisure time, affiliation/identification with criminals, boredom/dissatisfaction with conventional activities, drug abuse/addiction, poor family relations, conflicts with authority/supervision, conflicts with peers, instability/excitability, poverty of social skills, poor recognition of patterned responses).

3. COMPENSATION/BILLING

DEPARTMENT shall compensate CONTRACTOR for successful delivery of the services provided pursuant to Section 2 in the following manner:

- A. DEPARTMENT shall pay CONTRACTOR **\$129.99** (one hundred twenty-nine and 99/100 dollars) per youth, per day placed in a Montana Youth Homes Foster Home, not to exceed \$948,927.00 annually.
- B. DEPARTMENT shall also pay CONTRACTOR for all youth incurred, pre-approved medical costs not paid by Medicaid or insurance.
- C. DEPARTMENT agrees to pay CONTRACTOR within 30 business days following receipt of a correct invoice.
- D. DEPARTMENT may withhold payments to CONTRACTOR if CONTRACTOR has not performed in accordance with the terms of this Contract.

- E. The Contract number must be referenced on all invoices and correspondence pertaining to this Contract.

4. AGENCY ASSISTANCE

To the extent possible, CONTRACTOR shall use CONTRACTOR'S own facilities and equipment in providing the services set forth in Section 2. However, the parties recognize that services provided to DEPARTMENT may occur within the confines of a secure correctional facility necessitating the use of DEPARTMENT facilities and equipment including, but not limited to, access to inmate records, work space within a correctional facility, and phone service (e.g., Montana State Prison does not allow cellular or digital phones within facility).

5. TIME OF PERFORMANCE

This Contract shall take effect on October 1, 2002 and shall terminate on September 30, 2003, unless terminated earlier in accordance with the terms of this Contract. This Contract may, upon mutual agreement and according to the terms of the existing Contract, be renewed for periods of time not to exceed a total of four additional years.

6. LIAISON AND NOTICE

- A. Karen Duncan (444-4390) 1539 11th Avenue, Helena MT 59620 or successor serves as DEPARTMENT'S liaison.
- B. Geoffrey Birnbaum (721-2704) 550 North California Street, Missoula MT 59807 or successor serves as CONTRACTOR'S liaison.
- C. All notices and invoices required in this Contract shall be in writing, properly addressed to the liaison in (A) and (B) above, mailed first-class, postage prepaid. All notices sent via U.S. Postal Service are deemed effective on the date of postmark. Notices and invoices mailed through another carrier (e.g., UPS or FedEx) are effective upon receipt.

7. OWNERSHIP AND PUBLICATION OF MATERIALS

All materials CONTRACTOR develops or utilizes (i.e., reports, spreadsheets, etc.) in performing the services set forth in Section 2 above shall be the sole property of DEPARTMENT.

8. HOLD HARMLESS AND INDEMNIFICATION

- A. CONTRACTOR agrees that he is financially responsible (liable) for any audit exceptions or other financial loss to DEPARTMENT due to the negligence, intentional acts, or failure for any reason to comply with terms of this Contract.
- B. CONTRACTOR agrees to protect, defend, and save DEPARTMENT, its elected and appointed officials, agents and employees, while acting with the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of CONTRACTOR'S employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of CONTRACTOR and/or its agents, employees, representatives, assigns, subcontractors. Herein nothing shall be construed as an agreement by CONTRACTOR to release, indemnify and hold

harmless DEPARTMENT, its officials, agents, or employees from liability for damage or injury to persons or property caused by the negligence, carelessness, or intentional acts of DEPARTMENT, its officials, agents, or employees, unless said officials, agents, or employees are acting under the direction or control of CONTRACTOR.

9. COMPLIANCE WITH WORKERS' COMPENSATION ACT

Neither CONTRACTOR nor its employees are employees of the State. In accordance with sections 39-71-120, 39-71-401, and 39-71-405, MCA, Contractors are required to comply with the provisions of the Montana Workers' Compensation Act while performing work for the State of Montana. CONTRACTOR shall provide proof of compliance in the form of workers' compensation insurance, an independent contractor exemption, or documentation of corporate officer status and maintain such insurance, exemption, or corporate officer status for the duration of the contract. CONTRACTOR shall submit a copy of all renewals of expired insurance and exemptions to: Department of Corrections, Fiscal Bureau, Attn: Contracts Manager, PO Box 201301, Helena, MT 59620-1301.

10. INSURANCE

General Requirements: The contractor shall maintain for the duration of the contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by the contractor, agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission.

Primary Insurance: The contractor's insurance coverage shall be primary insurance as respect to the State, its officers, officials, employees, and volunteers and shall apply separately to each project or location. Any insurance or self-insurance maintained by the State, its officers, officials, employees or volunteers shall be in excess of the contractor's insurance and shall not contribute with it.

Specific Requirements for Commercial General Liability: The contractor shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of \$1,000,000 per occurrence and \$2,000,000 aggregate per year to cover such claims as may be caused by any act, omission, or negligence of the contractor or its officers, agents, representatives, assigns or subcontractors.

Additional Insured Status: The State, its officers, officials, employees, and volunteers are to be covered as additional insured's; for liability arising out of activities performed by or on behalf of the contractor, including the insured's general supervision of the contractor; products and completed operations; premises owned, leased, occupied, or used.

Specific Requirements for Automobile Liability: The Contractor shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of \$1,000,000 per occurrence and \$2,000,000 aggregate per year to cover such claims as may be caused by any act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns or subcontractors.

Additional Insured Status: The State, its officers, officials, employees, and volunteers are to be covered as additional insured's for automobiles leased, hired, or borrowed by the Contractor.

Specific Requirements for Professional Liability: The contractor shall purchase and maintain occurrence coverage with combined single limits for each wrongful act of \$1,000,000 per occurrence

and \$2,000,000 aggregate per year to cover such claims as may be caused by any act, omission, negligence of the contractor or its officers, agents, representatives, assigns or subcontractors. Note: if "occurrence" coverage is unavailable or cost prohibitive, the contractor may provide "claims made" coverage provided the following conditions are met: (1) the commencement date of the contract must not fall outside the effective date of insurance coverage and it will be the retroactive date for insurance coverage in future years; and (2) the claims made policy must have a three year tail for claims that are made (filed) after the cancellation or expiration date of the policy.

Deductibles and Self-Insured Retentions: Any deductible or self-insured retention must be declared to and approved by the state agency. At the request of the agency either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the State, its officers, officials, employees, and volunteers; or (2) the contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

Certificate of Insurance/Endorsements: A certificate of insurance from insurer with a Best's rating of no less than A- indicating compliance with the required coverage's has been received by the State Procurement Bureau, P.O. Box 200135, Helena, MT 59620-0135. The contractor must notify the State immediately, of any material change in insurance coverage, such as changes in limits, coverage's, change in status of policy, etc. The State reserves the right to require complete copies of insurance policies at all times.

11. ACCESS AND RETENTION OF RECORDS

- A. CONTRACTOR is required to maintain reasonable records of performance of duties pursuant to this Contract.
- B. CONTRACTOR agrees to provide DEPARTMENT, the Legislative Auditor, or their authorized agent with access to the CONTRACTOR'S records concerning this Contract.
- C. CONTRACTOR agrees to create and retain all records supporting the services rendered for a period of three years after completion of this Contract or the conclusion of any claim, litigation, or exception relating to this Contract taken by the State of Montana or a third party.

12. PUBLIC INFORMATION

CONTRACTOR recognizes that this Contract may be subject to public inspection pursuant to Article 2, § 9 of the Montana Constitution. DEPARTMENT has a limited ability to assert a privacy interest in the subject matter of the Contract particularly with respect to information which is in the nature of a "trade secret" as the phrase is defined in federal law. In any event, CONTRACTOR agrees to hold DEPARTMENT harmless from any injury caused, in whole or in part, by the review of this agreement by an entity authorized to do so pursuant to Article 2, § 9 of the Montana Constitution.

13. ASSIGNMENT, TRANSFER AND SUBCONTRACTING

CONTRACTOR shall not assign, sell, transfer, subcontract or sublet rights, or delegate duties under this Contract, in whole or in part, without the prior written approval of DEPARTMENT. No such written approval shall relieve CONTRACTOR of any obligation of this Contract and any transferee or subcontractor shall be considered the agent of CONTRACTOR. CONTRACTOR shall remain liable as between the original parties to the Contract as if no such assignment had occurred.

14. INTEGRATION

This Contract contains the entire agreement between the parties and no statement, promises, or inducements made by either party or agents thereof, which are not contained in the written Contract, shall be binding or valid. This Contract shall not be enlarged, modified, or altered except upon written agreement signed by all parties to the Contract.

15. COMPLIANCE WITH LAWS

CONTRACTOR must, in performance of work under the Contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by CONTRACTOR subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, CONTRACTOR agrees that the hiring of persons to perform the Contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by persons performing the Contract.

16. TERMINATION AND DEFAULT

- A. DEPARTMENT may, by written notice to the CONTRACTOR, terminate this Contract in whole or in part at any time the CONTRACTOR fails to perform as required in this Contract.
- B. Either party may terminate this Contract without cause by providing written notice to the other as described in this paragraph. The party desiring to terminate the Contract shall provide written notice to the other, which notice will establish a termination date not less than 30 days from the date of such notice. The termination of this Contract shall not limit any party's pursuit of remedies provided in this Contract or otherwise available under the laws of the State of Montana.
- C. DEPARTMENT, at its sole discretion, may terminate this Contract if available funding is reduced.
- D. Failure on the part of either party to perform the provisions of this Contract constitutes default. Default may result in pursuit of a remedy for breach of Contract including, but not limited to, monetary damages or specific performance.

17. LICENSURE

CONTRACTOR agrees to provide copies of current licenses and certifications that register the CONTRACTOR and any associates covered under this Contract.

18. CHOICE OF LAW AND VENUE

This Contract is governed by the laws of Montana. The parties agree that any mediation, arbitration or litigation concerning this Contract must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana.

19. ARBITRATION

Any Claim arising out of, or related to, this Contract shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Judgment on the award rendered by the Arbitrator may be entered in any court having jurisdiction thereof.

20. SCOPE AND INTERPRETATION

This contract consists of twenty-two sections, the Contractor's complete response to RFP02-595P, and RFP02-595P, as amended. In the case of dispute or ambiguity about the minimum levels of performance by the Contractor, the order of precedence of document interpretation is in the same order.

21. SEVERABILITY

A declaration by any court, or any other binding legal source, that any provision of this Contract is illegal and void shall not affect the legality and enforceability of any other provision of this Contract, unless the provisions are mutually dependent.

22. COMPLETED CONTRACT

DEPARTMENT cannot disburse any payments under this Contract until a fully executed original Contract is returned to the, Department of Corrections, Fiscal Bureau, PO Box 201301, 1539 11th Avenue, Helena, Montana 59620-1301.

SIGNATURE

DEPARTMENT

CONTRACTOR

Steve Gibson, Administrator
Juvenile Corrections Division

Geoffrey L. Birnbaum, Executive Director
Missoula Youth Homes, Inc.

Date

Date

Approved for Legal Content by:

Colleen White, Legal Counsel
Montana Department of Corrections

Date

Approved as to form by:

Penny Moon, Contracts Officer
State Procurement Bureau

Date

CONTRACT AMENDMENT

CONTRACT #03-019-JCD

THIS CONTRACT AMENDMENT (**Amendment #1**) is made and entered into by and between the Montana Department of Corrections (DEPARTMENT) 1539 11th Ave., Helena, Montana 59620-1301 and **Missoula Youth Homes, Inc. (CONTRACTOR)**, PO Box 7616, 550 N California Street, Missoula, Montana 59807, and is effective upon receipt of all signatures.

WHEREAS, the parties have entered a Contract with an original effective date of **October 1, 2002** and Section 14 provides that the parties may modify their agreement in writing; and

WHEREAS, the Contract expires on September 30, 2003 and Section 5 provides that the parties may extend the expiration date of the Contract.

NOW THEREFORE, the parties agree as follows:

Sections (2 & 5) are amended to read (new language underlined, old language interlined):

2. DUTIES/RESPONSIBILITIES OF THE CONTRACTOR

In accordance with CONTRACTOR'S response to Request For Proposal 02-595P, as amended, CONTRACTOR agrees to provide therapeutic foster home placement of "hard to place" youths leaving the Pine Hills Youth Correctional Facility or Riverside Youth Correctional Facility on parole supervision.

The first priority for these placements will be male youth sex offenders. Other "hard to place" youth will be considered after the first priority population. The Department of Corrections expects to place up to twenty (20) youth in these foster placements during a contract year, but will not guarantee a minimum or maximum number of youth for placement.

2.1 Foster homes utilized by CONTRACTOR must:

- a. Be located throughout the State and provide services in accordance with this Contract;
- b. Meet license requirements as Foster Care Homes under the Department of Public Health and Human Services' standards and other special requirements as outlined by DEPARTMENT and agreed to by CONTRACTOR;
 1. Foster Care Homes licensed under the Department of Public Health and Human Services' standards for this contract will house only youth from the Department of Corrections for the "Guide Homes" project. No other youth may be placed in the home from any other agency or program.
 2. Youth housed in Foster Care Homes licensed under the Department of Public Health and Human Services' standards for this contract ("Guide Homes"), will be housed one at a time in respite homes. No other youth may reside or be placed in the respite care home from any other agency or program. This does not preclude using Shelter Care if no respite care home is available.
- c. Provide youth with access to routine and emergency medical services;
- d. Provide youth with access to therapist(s) providing pertinent treatment (such as outpatient sex offender treatment for sex offenders or intensive outpatient chemical dependency treatment for chemically dependent offenders); and
- e. Be Medicaid and/or IV-E eligible.

5. TIME OF PERFORMANCE

This Contract shall take effect on October 1, 2002 and shall terminate on September 30, ~~2003~~ 2005, unless terminated earlier in accordance with the terms of this Contract. This Contract may, upon mutual agreement and according to the terms of the existing Contract, be renewed for periods of time not to exceed a total of ~~four~~ two (2) additional years.

23. SPECIAL FUNDING CONDITIONS

This Contract involves funding received through the Office of Justice Programs (OJP). As a condition of this funding, all recipients (Montana Department of Corrections and its Contractors) must prepare, maintain on file, submit to OJP for review, and implement an Equal Employment Opportunity Plan (EEO) in accordance with 28 C.F.R. (42.301-308) – unless exempt from these requirements. Contractor must obtain a Certification Form from the Contract Liaison and submit a completed copy to OCR and the Contract Liaison within 60 days of Contract start date.

Completed Certification Forms shall be submitted to the Contract Liaison and to OJP at:

Office for Civil Rights
Office of Justice Programs
US Department of Justice
810 Seventh Street NW - Room 8136
Washington DC 20531

This constitutes the Amendment to the Contract. All other provisions contained in the original Contract, as amended, shall remain unchanged.

DEPARTMENT

Steve Gibson, Administrator
Juvenile Corrections Division

Date

CONTRACTOR

Geoffrey L. Birnbaum, Executive Director
Missoula Youth Homes, Inc.

Date

Reviewed for Legal Content by:

Approved as to form by:

Legal Counsel
Department of Corrections

Penny Moon, Contracts Officer
State Procurement Bureau

Date

Date

CONTRACT AMENDMENT
CONTRACT #03-019-JCD

THIS CONTRACT AMENDMENT (**Amendment #2**) is made and entered into by and between the Montana Department of Corrections (DEPARTMENT) 1539 11th Ave., Helena, Montana 59620-1301 and **Missoula Youth Homes, Inc. (CONTRACTOR)**, PO Box 7616, 550 N California Street, Missoula, Montana 59807, and is effective upon receipt of all signatures.

WHEREAS, the parties have entered a Contract with an original effective date of **October 1, 2002** and Section 14 provides that the parties may modify their agreement in writing.

NOW THEREFORE, the parties agree as follows:

Section 2 is amended to read (new language underlined, old language interlined):

- 2.5 To aid in recruitment of Guide Home Parents, CONTRACTOR may display classified advertisements in the major newspapers in Missoula, Kalispell, Helena and Billings. The advertisements may also be run in targeted areas having high rates of juvenile correctional clients. **DEPARTMENT will reimburse CONTRACTOR not more than \$3,535.00 toward such advertisements during Fiscal Year 2004.**
- 2.6 To aid in developing guide home placements and training guide home parents, CONTRACTOR may produce training video(s) of up to nine (9) hours duration including, at a minimum, the special topics: Sexual Offender Treatment, Institutional Program Orientation, Family Systems, Adolescent Development, and Cognitive Restructuring Approach. **DEPARTMENT will reimburse CONTRACTOR not more than \$13,500.00 toward the production and distribution of such training video(s) during Fiscal Year 2004.**

This constitutes the Amendment to the Contract. All other provisions contained in the original Contract, as amended, shall remain unchanged.

DEPARTMENT

Steve Gibson, Administrator
Juvenile Corrections Division

Date

CONTRACTOR

Geoffrey L. Birnbaum, Executive Director
Missoula Youth Homes, Inc.

Date

Reviewed for Legal Content by:

Approved as to form by:

Legal Counsel
Department of Corrections

Penny Moon, Contracts Officer
State Procurement Bureau

Date

Date

CONTRACT AMENDMENT
CONTRACT #03-019-JCD

THIS CONTRACT AMENDMENT (**Amendment #3**) is made and entered into by and between the Montana Department of Corrections (DEPARTMENT) 1539 11th Ave., Helena, Montana 59620-1301 and **Missoula Youth Homes, Inc. (CONTRACTOR)**, PO Box 7616, 550 N California Street, Missoula, Montana 59807, and is effective upon receipt of all signatures.

WHEREAS, the parties have entered a Contract with an original effective date of **October 1, 2002** and Section 14 provides that the parties may modify their agreement in writing.

NOW THEREFORE, the parties agree as follows:

Section 2 is amended to read (new language underlined, old language interlined):

~~2.7 To aid in recruitment of Guide Home Parents, CONTRACTOR may display classified advertisements in the major newspapers in Missoula, Kalispell, Helena and Billings. The advertisements may also be run in targeted areas having high rates of juvenile correctional clients. DEPARTMENT will reimburse CONTRACTOR not more than \$3,535.00 toward such advertisements during Fiscal Year 2004.~~

2.8 To aid in developing guide home placements and training guide home parents, CONTRACTOR may produce training video(s) of up to nine (9) hours duration including, at a minimum, the special topics: Sexual Offender Treatment, Institutional Program Orientation, Family Systems, Adolescent Development, and Cognitive Restructuring Approach. **DEPARTMENT will reimburse CONTRACTOR not more than \$13,500.00 toward the production and distribution of such training video(s) during Fiscal Year 2004 2005.**

This constitutes the Amendment to the Contract. All other provisions contained in the original Contract, as amended, shall remain unchanged.

DEPARTMENT

Steve Gibson, Administrator
Juvenile Corrections Division

Date

CONTRACTOR

Geoffrey L. Birnbaum, Executive Director
Missoula Youth Homes, Inc.

Date

Reviewed for Legal Content by:

Approved as to form by:

Legal Counsel
Department of Corrections

Penny Moon, Contracts Officer
State Procurement Bureau

Date

Date

CONTRACT AMENDMENT
CONTRACT #03-019-JCD

THIS CONTRACT AMENDMENT (**Amendment #4**) is made and entered into by and between the Montana Department of Corrections (DEPARTMENT) 1539 11th Ave., Helena, Montana 59620-1301 and ~~Missoula Youth Homes, Inc.~~ **Youth Homes, Inc. (CONTRACTOR)**, PO Box 7616, 550 N California Street, Missoula, Montana 59807 and is effective upon receipt of all signatures.

WHEREAS, the parties have entered a Contract with an original effective date of October 1, 2002 and Section 14 provides that the parties may modify their agreement in writing.

NOW THEREFORE, the parties agree to amend the Contract as follows (**new language underlined, old language interlined**):

Effective February 23, 2005, Missoula Youth Homes, Inc. will be known as Youth Homes, Inc. All references to Missoula Youth Homes, Inc. in the contract are hereby changed as noted.

5. TIME OF PERFORMANCE

This Contract shall take effect on October 1, 2002 and shall terminate on September 30, 2005, unless terminated earlier in accordance with the terms of this Contract. This Contract may, upon mutual agreement and according to the terms of the existing Contract, be renewed for periods of time not to exceed a total of two (2) additional years.

Upon expiration of this Contract, and in the absence of new written agreement, the terms listed herein shall continue to govern the agreement between the parties until such time as a new Contract is signed.

This constitutes the Amendment to the Contract. All other provisions contained in the original Contract, as amended, shall remain unchanged.

DEPARTMENT

Steve Gibson, Administrator
Youth Services Division

Date

CONTRACTOR

Geoffrey L. Birnbaum, Executive Director
Youth Homes, Inc.

Date

Reviewed for Legal Content by:

Legal Counsel
Department of Corrections

Date

Approved as to form by:

Penny Moon, Contracts Officer
State Procurement Bureau

Date

CONTRACT AMENDMENT CONTRACT #03-019-JCD

THIS CONTRACT AMENDMENT (**Amendment #5**) is made and entered into by and between the Montana Department of Corrections (DEPARTMENT) 1539 11th Ave., Helena, Montana 59620-1301 and **Youth Homes, Inc.** (CONTRACTOR) PO Box 7616, 550 N California Street, Missoula, Montana 59807 and is effective upon receipt of all signatures.

WHEREAS, the parties have entered a Contract with an original effective date of October 1, 2002 and Section 14 provides that the parties may modify their agreement in writing; and

WHEREAS, the Contract expires on September 30, 2005 and Section 5 provides that the parties may extend the expiration date of the Contract.

NOW THEREFORE, the parties agree to amend the Contract as follows (**new language underlined, old language interlined**):

2. DUTIES/RESPONSIBILITIES OF THE CONTRACTOR

- 2.6 To aid in developing guide home placements and training guide home parents, CONTRACTOR may produce training video(s) of up to nine (9) hours duration including, at a minimum, the special topics: Sexual Offender Treatment, Institutional Program Orientation, Family Systems, Adolescent Development, and Cognitive Restructuring Approach. **DEPARTMENT will reimburse CONTRACTOR not more than ~~\$13,500.00~~ \$5,945.00 toward the production and distribution of such training video(s) during fiscal year ~~2005~~ 2006.**

3. COMPENSATION/BILLING

DEPARTMENT shall compensate CONTRACTOR for successful delivery of the services provided pursuant to Section 2 in the following manner:

- F. Effective July 1, 2005, DEPARTMENT shall pay CONTRACTOR ~~\$129.99~~ \$132.59 (~~one hundred twenty nine and 99/100 dollars~~) (one hundred thirty two and 59/100 dollars) per youth, per day placed in a Montana Youth Homes Foster Home, not to exceed ~~\$948,927.00~~ \$967,905.54 annually.

6. TIME OF PERFORMANCE

This Contract shall take effect on October 1, 2002 and shall terminate on ~~September 30, 2005~~ June 30, 2006, unless terminated earlier in accordance with the terms of this Contract. This Contract may, upon mutual agreement and according to the terms of the existing Contract, be renewed for periods of time not to exceed a total of ~~two (2)~~ one (1) additional years.

Upon expiration of this Contract, and in the absence of new written agreement, the terms listed herein shall continue to govern the agreement between the parties until such time as a new Contract is signed.

This constitutes the Amendment to the Contract. All other provisions contained in the original Contract, as amended, shall remain unchanged.

DEPARTMENT

Steve Gibson, Administrator
Youth Services Division

Date

CONTRACTOR

Geoffrey L. Birnbaum, Executive Director
Youth Homes, Inc.

Date

Reviewed for Legal Content by:

Legal Counsel
Department of Corrections

Date

Approved as to form by:

Penny Moon, Contracts Officer
State Procurement Bureau

Date

CONTRACT AMENDMENT

CONTRACT #03-019-JCD

THIS CONTRACT AMENDMENT (**Amendment #6**) is made and entered into by and between the Montana Department of Corrections (DEPARTMENT) 1539 11th Ave., Helena, Montana 59620-1301 and **Youth Homes, Inc.** (CONTRACTOR) PO Box 7616, 550 N. California Street, Missoula, Montana 59807 and is effective upon receipt of all signatures.

WHEREAS, the parties have entered a Contract with an original effective date of October 1, 2002 and Section 14 provides that the parties may modify their agreement in writing; and

WHEREAS, the Contract expires on June 30, 2006 and Section 5 provides that the parties may extend the expiration date of the Contract.

NOW THEREFORE, the parties agree to amend the Contract as follows (**new language underlined, old language interlined**):

7. TIME OF PERFORMANCE

This Contract shall take effect on October 1, 2002 and shall terminate on June 30, ~~2006~~ 2007, unless terminated earlier in accordance with the terms of this Contract. ~~This Contract may, upon mutual agreement and according to the terms of the existing Contract, be renewed for periods of time not to exceed a total of one (1) additional years.~~

Upon expiration of this Contract, and in the absence of new written agreement, the terms listed herein shall continue to govern the agreement between the parties until such time as a new Contract is signed.

3. COMPENSATION/BILLING

DEPARTMENT shall compensate CONTRACTOR for successful delivery of the services provided pursuant to Section 2 in the following manner:

- G. Effective July 1, 2005, DEPARTMENT shall pay CONTRACTOR **\$132.59** (one hundred thirty two and 59/100 dollars) per youth, per day placed in a Montana Youth Homes Foster Home, not to exceed ~~\$967,905.54~~ \$450,000.00 annually.

This constitutes the Amendment to the Contract. All other provisions contained in the original Contract, as amended, shall remain unchanged.

DEPARTMENT

Steve Gibson, Administrator
Youth Services Division

Date

CONTRACTOR

Geoffery L. Birnbaum, Executive Director
Youth Homes, Inc.

Date

Reviewed for Legal Content by:

Legal Counsel
Department of Corrections

Date

Reviewed as to form by:

Contracts Officer
State Procurement Bureau

Date